

Implementing a Customer Charter

Response to Consultation and Decision

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Content

S	ecti	on	Page
Gl	lossa	ary of Terminology	3
1		recutive Summary	
2	Ba	ackground to the Decision	10
3		ımmary of the Decision	
	3.1	Summary of conclusions and rationale	13
	3.2	A sample Customer Charter	21
	3.3	Publication and notifying customers	29
	3.4	Measuring and reporting on performance against Charter Commitments	30
A	ppe	endices	
Αŗ	open	ndix A – Decision Instrument and Schedules	
	Sc	chedule 1: Customer Charter Template	
	Sc	chedule 2: Requirements for Completing the Customer Charter Templ	ate
	Sc	chedule 3: Data Dictionary and Reporting Template	
	Sc	chedule 4: Form of Sign-off by an Officer of the Company	
Ap	open	ndix B – Regulatory Impact Assessment	
Ap	open	ndix C – Response to Consultation	
Αŗ	open	ndix D – Submissions to Further Consultation	

Glossary of Terminology

Acronyms are set out in Table 1.

Table 1: Glossary of Key Acronyms

Acronyms	
ComReg	Commission for Communications Regulation
ECS	Electronic Communications Services
IAS	Internet Access Service
ICS	Interpersonal Communications Service
NBICS	Number-Based Interpersonal Communications Service
PANBICS	Publicly Available Number-Based Interpersonal
	Communications Service
QoS	Quality of Service

1 Executive Summary

- 1.1 ComReg is the independent regulator for the electronic communications sector in Ireland. ComReg has the objectives of promoting the interests of users of ECS.¹ ComReg's consumer role is to protect and inform consumers so that harms are overcome and they can choose and use communications services.²
- 1.2 Customer service³ is a vital aspect of a customer's experience in any service industry. In a well-functioning, competitive market, quality of service should be a key aspect that service providers compete on to attract and retain customers. However, ComReg is of the view that the electronic communications market in Ireland continues to leave significant room for improvement in terms of consumer satisfaction with the quality of customer service received from service providers. There is an identified lack of transparency around levels of quality of customer service that may be expected by end-users in the Irish electronic communications market, a lack of existing commitments by providers, and consumer dissatisfaction with overall customer service levels.
- 1.3 ComReg has the power to protect consumers and other end-users (including microenterprises, small enterprises and not-for-profit organisations) by means of the introduction of requirements for providers of IAS and publicly available ICS, to have (amongst other things), a customer charter. The customer charter may be in the form and manner which ComReg specifies under section 38 of the Communications Regulation and Digital Hub Development Agency (Amendment Act) 2023⁴ ("2023 Act"). Specifically, section 38 (1) of the 2023 Act states that "The Commission may require providers of internet access services or publicly available interpersonal communications services to prepare, publish and keep updated a document to be entitled, and referred to in this Act as, a "customer charter"" ("Charter"). Furthermore, section 38(2) of the 2023 Act allows ComReg to specify the form of a Charter, and the information required to be included in a Charter.
- 1.4 In this context, ComReg's focus is on creating transparency of quality of customer service levels and other key information (such as, compensation, complaints handling and accessibility) relating to the service, for ECS customers. In doing so,

¹ As set out in sections 10 and 12 of the Communications Regulation Act 2002 (as amended) ("the Act"). ComReg also has general objectives to be pursued by it in the context of its regulatory tasks, as set out in Regulation 4 of the European Union (Electronic Communications Code) Regulations 2022 ("the ECC Regulations") S.I. No. 444 of 2022.

² ComReg Strategy Statement 2025-2027 | Commission for Communications Regulation

³ By 'customer service' we refer not only to the core customer service elements of handling customer queries, issues and complaints, but more broadly to the non-technical elements making up the service a customer receives from their service provider. These include processes around billing and providing any refunds, communication during any service outages, and the connection, switching and disconnection processes.

⁴ Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023

ComReg has had regard to the provisions of the European Electronic Communications Code-EECC Directive (EU) 2018/1972 ("the Code") and the related provisions in Article 103 of the Code as regards transparency and publication of information and in particular the provisions relating to quality of service, set out in Article 104 of the Code.

- 1.5 A Charter provides end-users with one easily accessible and comparable place ("one-stop-shop") to get information on the level of quality of customer service offered by a Relevant Service Provider⁵ for specified categories of customer service in their Charters ("Commitments"⁶ in effect Standards⁷), and general information about a Relevant Service Provider's policies and procedures in place under the general information categories of compensation, accessibility, complaint handling.
- 1.6 On 16 March 2023, ComReg issued a consultation document, titled "Proposals for implementing a Customer Charter" ("Consultation 23/14") and sought views on ComReg's proposals for implementing a Charter.
- 1.7 On 16 January 2025, ComReg issued a further consultation document, titled "Proposals for implementing a Customer Charter" ("Further Consultation"). ComReg, in the Further Consultation, responded to submissions to Consultation 23/14¹⁰ and set out its views that it is appropriate to maintain certain of its original preliminary views. ComReg maintained the view that the introduction of a Charter is appropriate and necessary and Relevant Service Providers with a market share of 0.5% or greater will be required to prepare, publish and keep updated a Charter as specified by ComReg. ComReg, having taken account of the views expressed in response to Consultation 23/14 also set out its revised preliminary views (and the associated draft Decision Instrument and Schedules¹¹) in the Further Consultation.
- 1.8 This Response to Consultation and Decision sets out ComReg's final views and

⁵ Pursuant to clause 2.5 of the Decision Instrument, "Relevant Service Provider" is a provider of Internet Access Service and/or publicly available Number-Based Interpersonal Communications Service that has a market share of 0.50% or greater, as calculated in accordance with section 3.4.

⁶ As defined in clause 2.5 of the Decision Instrument "Commitment" means the (up to date) level of quality of service offered by a Relevant Service Provider (expressed in the form of a percentage within a timeframe defined in accordance with the Data Dictionary) for those Customer Services (being the contact channels' response times, connecting a new service, refunds issued, and service outages) set out in sections 1-4 of a Relevant Service Provider's Customer Charter and it is the level of quality of service which the customer expects to get.

⁷ As defined in clause 2.5 of the Decision instrument, Standard means a Relevant Service Provider's Commitment published in its Charter.

⁸ ComReg 23/14, <u>Proposals for implementing a Customer Charter | Commission for Communications Regulation</u>

⁹ ComReg 25/05, <u>Proposals for Implementing a Customer Charter Further Consultation | Commission for Communications Regulation</u>

¹⁰ ComReg 25/05C, Response to Consultation 23/14 and ComReg 25/05D, Submissions to Consultation 23/14.

¹¹ ComReg 25/05A, Draft Decision Instrument.

decisions on requiring a service provider of IAS and NBICS ("Service Provider") to have a Charter and specifies the way in which Relevant Service Providers shall implement the Charter requirements.¹²

Decision

- 1.9 Having regard to the above and, further to its analysis, ¹³ ComReg has decided that it is proportionate and justified that Relevant Service Providers prepare, publish and keep updated a Charter.
- 1.10 ComReg has also decided it is proportionate and justified to specify the following Charter requirements for Relevant Service Providers:
 - Ensure their Charter addresses consumers, microenterprises, small enterprises and not-for-profit organisations ("Relevant Customers");
 - Implement the Charter in accordance with ComReg's specified form and language requirements, in accordance with Schedule 1, Appendix A (Customer Charter Template) and fill in the Customer Charter Template according to the requirements set out in Schedule 2, Appendix A (ComReg specified instructions for Completing the Customer Charter Template, using ComReg defined metrics in Schedule 3, Appendix A);
 - Publish information in their Charter on Commitments (which are provider-led and Relevant Service Providers are allowed flexibility in articulating their Commitments, using a range of intervals and to tailor such Commitments (if any) to their own specific business operations, and they can compete on customer service quality) and general information outlining contact details, any compensation, accessibility statement, and complaints handling code of practice;
 - Publish their Charter on their websites in accordance with ComReg's specified requirements. Relevant Service Providers may update their Charter content on the first Working Day of each Calendar Quarter after the publication of their Charter;
 - Ensure all Relevant Customers are made aware of the existence of its Charter and any updated Charter and how to obtain a copy. The Charter is a new regulatory measure, and end-users may not become aware of it in the absence of notification by Relevant Service Providers;

¹² A sample Charter, framed in respect of ComReg's specified form and language requirements, is illustrated in chapter 3.

¹³ In light of the analysis conducted, as set out in Consultation 23/14, the Regulatory Impact Assessment ("RIA"), and the response to Consultation 23/14 (see ComReg 25/05C) and to the Further Consultation (see ComReg 25/38C).

- Provide copies of the Charter to a Relevant Customer (who is not able to access the Charter from a Relevant Service Provider's website) on request;
- Ensure that its Charter is accessible for End-Users with disabilities and, on request, provide a Charter in an alternative accessible format;
- Measure its performance against the Standards set out in its Charter and to report to ComReg on such performance on a quarterly basis in the form specified by ComReg in Schedule 3, Appendix A (the Data Dictionary and Reporting Template), pursuant to section 38 (4) of the 2023 Act;
- Submit quarterly Performance Reports to ComReg (using ComReg's data portal, https://data.comreg.ie/);
- Arrange and pay for the first Performance Report to be independently audited and submit an Audit Statement to ComReg alongside the first Performance Report;
- Submit to ComReg an annual audit of the Performance Report for the Calendar Quarter commencing on 1 January each year, or in lieu of the annual audit, provide Sign-off (by an Officer of the Company being, for example, a director or chief executive officer) of that Performance Report and which Sign-off shall be sent to ComReg at the same time in the form of the ComReg-specified template (Schedule 4, Appendix A). Where a Relevant Service Provider decides to provide Sign-off by an Officer of the Company, it is not required to also provide an Audit Statement;
- Keep the underlying data used to generate a Performance Report for one calendar year from the date it submits that Performance Report to ComReg.
- In light of submissions received and having considered further the lead time to prepare and publish a Charter with provider-led Commitments and, that Relevant Service Providers will measure its performance against the Standards set out in its Charter and report to ComReg on such performance, ComReg has decided to allow for an implementation period of circa 6 months from the effective date, which is the publication date of this Decision, for Relevant Service Providers to prepare and publish their first Charter. This means, for example, that Service Providers who become Relevant Service Providers after the effective date, have until 5 January 2026 (the earliest date a Relevant Service Provider is required) to publish their Charter on their websites. All other Service Providers will have to keep their market share under review and determine whether it is a Relevant Service Provider and publish a Charter on or before the first Working Day of the Calendar Quarter following which they first become a Relevant Service Provider.
- 1.12 In making its Decision, ComReg has taken into consideration the responses received

to Consultation 23/14 and the Further Consultation, together with such evidence it has relied on to support its views.¹⁴ ComReg has summarised the key aspects of the submissions received to the Further Consultation and ComReg's views in relation to these in Appendix C.¹⁵

- 1.13 ComReg has decided to specify requirements for Relevant Service Providers to publish information in a Charter (in accordance with the requirements in the Decision Instrument as set out in Appendix A). The information which ComReg requires to be published relates to customer service; more specifically it consists of general information (relating to compensation, accessibility and complaints handling) and information on quality of customer service levels offered by Relevant Service Providers in relation to contact channels' response times, connecting a new service, refunds issued and service outages. ComReg's objective by requiring the publication of information, in the manner specified by ComReg is to ensure the availability, in one place of this important information so that it is easy for all end-users to find and to use, i.e., it provides a 'one-stop shop' where consumers can easily find customer service information. ComReg's focus, with respect to the Charter, is on transparency, comparability and user friendliness.
- 1.14 ComReg is satisfied that the Charter measure will achieve its transparency objective, acting as a 'one-stop shop' for customer service information. It will provide end-users with clear, easily accessible and comparable information on the levels of customer service that Relevant Service Providers offer and details on any compensation and general information about consumer care. ComReg recognises that a Charter containing provider-set Commitments will likely incur some implementation costs particularly in the resources and time necessary to implement a Charter and monitor performance. However, ComReg expects that the implementation costs of the decided on approach will be less than the alternative options set out in the RIA. ComReg has also set out in the RIA that its decided on approach will create more transparency for customers covered by a Charter in terms of what they can expect from their provider in relation to customer service and support customers in comparing offers between providers. ComReg also expects that the Charter measure

¹⁴ Evidence set out in Consultation 23/14 and the Further Consultation included (but was not limited to), the CX Company's annual CXi Ireland Customer Experience Reports for 2019-2022; ComReg's 'Customer Charter Consumer Survey Publication' – a survey carried out by Behaviour & Attitudes (B&A) in May-June 2022 and November 2022; ComReg's quarterly Consumer Line Statistics Reports; ComReg's Quarterly Key Data Report; ComReg's Network Operations Annual Reports 2020-2021; the Giving Ireland Report 2020: 'Analysis & Insights on funding of the non-profit sector'; the CCPC's 'Understanding Consumer Detriment in Ireland' Report (February 2024); and desk research on service provider's customer service offerings and industry customer service trends.

¹⁵ See Appendix C in ComReg 25/38C.

¹⁶ See section 1.3.2 of ComReg's final RIA (Appendix B).

¹⁷ In section 1.3.2 of the RIA, option 3 was a Charter containing ComReg-set minimum standards, and option 4 was a Charter containing a combination of provider-set Commitments and ComReg-set minimum standards.

will incentivise competition and choice and drive improvements in customer service quality so that end-users are protected. On balance, having weighed up the relative costs and benefits of the possible approaches, ComReg considers that the decided on approach is the least burdensome on Relevant Service Providers in meeting the objectives for a Charter.

2 Background to the Decision

- 2.1 Across Consultation 23/14 and the Further Consultation, ComReg has undertaken a full public consultation on the implementation of a Charter and has fully considered whether to require providers of IAS and publicly available ICS to prepare, publish and keep updated a Charter.
- 2.2 On 16 March 2023, ComReg published Consultation 23/14, which gave interested stakeholders the opportunity to provide their views on ComReg's original proposals for implementing Charters. The impact of the proposals on stakeholders and competition were assessed in the draft RIA.
- 2.3 ComReg received 15 responses to Consultation 23/14 from:
 - ALTO
 - Competition and Consumer Protection Commission
 - Chambers Ireland
 - Eircom Limited and Meteor Mobile Communications Limited (trading as 'eir' and 'open eir'), collectively referred to as 'eir Group' or 'eir'
 - Imagine
 - Magnet
 - National Disability Authority
 - Prepay Power
 - Sky Ireland
 - Tesco Mobile
 - Three
 - Verizon Ireland
 - Virgin Media
 - Vodafone
 - Wiggin LLP

- 2.4 Having considered the submissions to Consultation 23/14,¹⁸ and taken account of the views expressed, ComReg revised some of its original preliminary views as set out in Consultation 23/14 regarding implementing a Charter. On 16 January 2025 ComReg published the Further Consultation on its revised preliminary views and Draft Decision¹⁹ for implementing a Charter. In summary, ComReg in the Further Consultation proposed:
 - to maintain certain aspects of the original preliminary views as set out in Consultation 23/14:
 - that Relevant Service Providers are allowed further flexibility in articulating information relating to quality-of-service levels offered for specified categories of customer service in their Charters ("Commitments");
 - revised wording to be used where Relevant Service Providers choose not to offer any Commitments;
 - a new ordering of the Charter sections so that sections which contain information on customer service levels offered are brought to the top of Charters giving that information prominence. Charter sections containing general information more usually available to customers on contacting customer care and about a Relevant Service Provider's policies in respect of customer service would follow on;
 - to change the categories of customer service to be included in the Charter.
 ComReg proposed to also include an explicit section for refunds, end-user compensation and accessibility, while ComReg proposed to remove categories of customer service on "Disconnections for non-payment of bills" and "Switching";
 - that the definition of durable medium does not require Charters to be individually addressed to customers.²⁰ The time to provide the Charter in a Durable Medium to a Relevant Customer (who is not able to access the Charter from a provider's website), should be within 5 working days of a request;
 - that the Commitment period is quarterly, a Relevant Service Provider should publish a Charter containing quarterly Commitments;
 - that in respect of measuring and auditing of performance and reporting to ComReg, a Relevant Service Provider may, in lieu of an Audit Statement from an

¹⁸ ComReg 25/05D – <u>Appendix-D-Proposals-for-Implementing-a-Customer-Charter-Submissions-to-</u>Consultation-2314.pdf

¹⁹ ComReg 25/05A – <u>Appendix A Draft Decision Instrument – Proposals for Implementing a Customer Charter | Commission for Communications Regulation</u>

²⁰ As defined in clause 2.5 of the draft Decision instrument, Durable Medium means "any instrument which enables a Relevant Customer or a Relevant Service Provider to store information in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored".

independent Auditor, provide Sign-off by an Officer of the Company (being a director or chief executive officer) which sign-off shall be sent to ComReg at the same time in the form of the ComReg-specified template (Schedule 4, Appendix A).

- 2.5 The impact of the proposals on stakeholders and competition were assessed in the draft RIA.²¹
- 2.6 Considering the submissions received and ComReg's revised proposals regarding the articulation of levels of quality of customer service, ComReg maintained its original preliminary view in Consultation 23/14 on an implementation period of three months, from when the response to consultation and final decision is issued, for providers to publish their Charter.
- 2.7 On 20 February 2025, ComReg received 6 responses to the Further Consultation from:
 - Eir
 - Sky
 - Three
 - Virgin Media
 - Vodafone
 - Wiggin LLP
- 2.8 We wish to thank the respondents for their submissions to the Further Consultation. These submissions are published as ComReg document 25/38D.²²
- 2.9 Having considered the submissions to Consultation 23/14 and to the Further Consultation, ComReg has come to final views as set out in this Response to Consultation and Decision. ComReg's final RIA is set out in Appendix B²³ of this document. In making this Decision, ComReg has acted in accordance with section 38 of the Act 2023, its statutory functions and obligations and has reviewed and fully considered the submissions received in response to the Consultation.²⁴

²¹ ComReg 25/05B Appendix B Draft Regulatory Assessment – Proposals for Implementing a Customer Charter | Commission for Communications Regulation

²² ComReg 25/38D, published alongside this document as Appendix D – Submissions to Further Consultation.

²³ ComReg 25/38B, published alongside this document as Appendix B – Regulatory Impact Assessment.

²⁴ See ComReg 25/05C and ComReg 25/38C.

3 Summary of the Decision

3.1 Summary of conclusions and rationale

3.1 The following section contains a brief summary of the reasons for ComReg's Decision based on its analysis including the RIA and having fully considered the responses received to the Consultations. For the final Decision, please see the Decision Instrument as set out in Appendix A.

Necessity, appropriateness and proportionality

- Having considered submissions received in response to Consultation 23/14 and the Further Consultation, ComReg's view as set out in the Consultations remains. On balance, ComReg is satisfied that it is proportionate and justified to impose requirements for Service Providers to prepare, publish and keep updated a Charter. In summary, ComReg's view is based on the following:
 - general support for having a Charter as demonstrated by responses to Consultation 23/14.
 - an identified lack of transparency of customer service quality in the market and a lack of existing commitments by Service Providers, evidence of an information asymmetry.
 - consumer dissatisfaction with overall customer service levels. The electronic communications market in Ireland continues to leave significant room for improvement in terms of consumer satisfaction with quality of customer service received from Service Providers.
 - ComReg's objective to create transparency on the levels of customer service providers may offer; and the implementation of the Charter requirements help address this. A Charter gives end-users one easily accessible and comparable place to get clear information on customer service. Consistent with these objectives, Charters should be as clear and concise as is possible.
 - ComReg's broader statutory objectives in exercising it functions as set out above; that all end-users can choose and use communications services and that endusers are protected and specifically ComReg's powers pursuant to section 38 of the 2023 Act.
 - General support from respondents that Commitments be provider-led i.e. that Relevant Service Providers be allowed further flexibility in articulating information relating to Commitments as explained below.
 - the costs, time and resources required to implement the proposed Charter

requirements are minimised (as the Commitments would be provider set) and justified taking account of the benefits for end-users.

- 3.3 As set out above, ComReg also had regard to the related provisions of Article 103 and Article 104 of the Code as regards transparency, publication of information and quality of service.
- 3.4 ComReg considered that there was a need to strike a balance between costs, time and resources required to implement the Charter requirements and the necessity that Commitments make clear to end-users, what quality-of-service levels (if any) they can expect to get in respect of a specified category of customer service (being the contact channels' response times, connecting a new service, refunds issued, and service outages). ComReg is satisfied that its approach achieves this aim. If no quality-of-service levels are offered, customers will be informed of this fact and be able to make a better-informed decision and more effectively choose the provider who promises to deliver them the best overall service. Customers will be able to easily find in one place and use the general information on compensation, accessibility and complaints handling. In this light, it is ComReg's view that the availability of Charters will create transparency and facilitate competition and provide greater choice for customers.

Scope and Application

3.5 ComReg remains of the views consulted upon regarding the scope of application of Charter requirements and the classes of end-users that Charters will address. ComReg has sought to ensure that the regulatory burden of Charter requirements does not have undesirable consequences for smaller providers of ECS. As a result of its analysis, ²⁵ having considered all of the issues and taken in to account the views expressed by the respondents, ComReg has decided on balance to impose Charter requirements on Relevant Service Providers (of IAS and NBICS), with a market share of 0.50% or greater, while also mindful to protect end-users. 26 For the reasons set out in Consultation 23/14 and the response to the Consultation, 27 the requirement to prepare and publish a Charter remains in respect of the market(s) they are active in (i.e. fixed or mobile NBICS, fixed or mobile IAS) where a Service Provider has a market share of 0.5% or greater. Service Providers will have to keep their market share under review and calculate their market share (in accordance with section 3.4 of the Decision instrument, using data from the Calendar Quarter of the most recent 'Quarterly Key Data Report' published by ComReg), determine whether it is a Relevant Service Provider and publish a Charter on or before the first Working Day of the Calendar Quarter following which they first become a Relevant Service

²⁵ See ComReg's analysis including its RIA and ComReg's responses to Consultation 23/14 (ComReg 25/05C) and to the Further Consultation in Appendix C of this Response to Consultation and Decision.

As explained in ComReg's responses to Consultation 23/14 (ComReg 25/05C) and to the Further Consultation in Appendix C of this Response to Consultation and Decision (ComReg 25/38C).

²⁷ See section 1.3 in Appendix C of the Further Consultation, ComReg 25/05C.

Provider. This means, for example, that Service Providers who become Relevant Service Providers after the effective date, have until 5 January 2026 to publish their Charter on their websites. 5 January 2026 is the earliest date by which a Relevant Service Provider is required to publish their initial Charter; however, they are not precluded from publishing earlier than that date. All other Service Providers will have to keep their market share under review and determine whether it is a Relevant Service Provider and publish a Charter on or before the first Working Day of the Calendar Quarter following which they first become a Relevant Service Provider. ComReg has had regard to the submission and clarifies that where a Service Provider does not meet the threshold requirement in any of the fixed or mobile NBICS, fixed or mobile IAS markets, it is not a Relevant Service Provider and therefore is not required to publish a Charter. Where a Service Provider subsequently achieves the 0.5% threshold, it is required to publish a Charter to address customers in that market they serve. As set out, Service Providers are required to keep its market share under review and to determine whether they are meeting the 0.5% threshold requirement and whether requirements for implementing the Charter apply.

3.6 Having considered the matter and the reasons as set out in ComReg's responses to Consultation 23/14 and the Further Consultation, ComReg remains of the view that Charters will address end-users that are consumers, microenterprises, small enterprises and not-for-profit organisations pursuant to section 38(2)(c) of the 2023 Act. In summary, these end-users have less bargaining power than larger enterprises and will benefit from greater clarity and as to the level of customer service they can expect from their provider including Commitments, details of any compensation and general information about customer service in one stop.

The form of a Charter and information required to be included

- 3.7 Regarding the form of a Charter, ComReg concludes in light of the analysis conducted and for the reasons set out, that having a template Charter form²⁸ (that Relevant Service Providers will fill in according to ComReg specified instructions,²⁹ using ComReg defined metrics³⁰) is the approach most likely to ensure consistency and comparability. ComReg considers that responses to Consultation 23/14 demonstrated general support for having a template Charter form. Many respondents acknowledged that a Charter developed in line with a Charter template will promote consistency and comparability across the industry and make it easier for customers to locate and understand the Charter.
- 3.8 For the reasons considered in Consultation 23/14³¹ and in light of ComReg's responses to Consultation 23/14 and the Further Consultation,³² ComReg would

²⁸ Pursuant to Schedule 1, Appendix A.

²⁹ Pursuant to Schedule 2, Appendix A.

³⁰ Pursuant to Schedule 3, Appendix A.

³¹ As set out in chapter 8 of Consultation 23/14 and the RIA.

³² See ComReg's response to questions 1 and 2 in ComReg 25/05C.

summarise its conclusion with regards to the Charter template (Schedule 1, Appendix A) as follows:

- Inclusion of information relating to customer service more specifically both general information (relating to compensation, accessibility and complaints handling) and specific Commitments in the Charter is proportionate and justified taking account of the benefits for end-users in terms of transparency of key information that customers need to know and see in relation to customer service quality. Many respondents acknowledged that such information published in a Charter would improve the information available to customers on their provider's customer service, effectively as a "one-stop shop".
- ComReg has responded to submissions regarding the content of information to be included in a Charter. The focus of the Charter content is on key information that customers need and to where there is greatest evidence of poor customer outcomes. Therefore, considering submissions to Consultation 23/14, ComReg for reasons set out in its response to Consultation 23/14, is not specifying information be included on disconnection and switching. However, ComReg is deciding information on compensation, accessibility, and complaints handling be included.³³
- ComReg has had regard to the submissions to Consultation 23/14 that a Charter would not achieve the aims of transparency and user friendliness and length.³⁴ ComReg has carefully considered the order of the Charter sections and has decided to require information on Commitments offered for the specified categories of customer services (being the contact channels' response times, connecting a new service, refund issued, and service outage) be included at the top of the Charter giving that information prominence. Charter sections containing general information more usually available to customers on contacting customer care and about a provider's policies in respect of customer service will follow after information around Commitment(s) offered. Responses to the Further Consultation demonstrated support for the approach, with Sky noting "the refocusing of the Charter to a Contact Channel-led emphasis is a worthwhile adjustment" while Virgin Media submitted "A Charter creates a "one-stop-shop" for end-users to access and compare levels of service and we generally welcome ComReg's approach to the revised Charter, noting that it provides more flexibility in respect of the commitments to be given by each Relevant Service Provider."
- ComReg remains of the view that Charter Commitments are provider-led. This
 approach was supported by a number of respondents to Consultation 23/14.
 ComReg's approach upon which it further consulted allows Relevant Service
 Providers further flexibility in setting their Commitments and, if Relevant Service

³³ See sections 1.6, 1.7 and 1.10-1.17 in ComReg 25/05C.

³⁴ See ComReg's response in sections 1.6 and 1.7 in ComReg 25/05C.

Providers so wish, they may include additional commitments (or any other relevant information about a Relevant Service Provider's customer service) under section 8 (Any other information) of the Charter. However, a Relevant Service Provider should ensure where including information or statement(s) in section 8 it is as clear and concise as possible and is expressed in a manner consistent with the objective of creating transparency and with principles that are important in underpinning Charters,³⁵ namely that a Charter is clear, transparent and comprehensible, so customers can easily navigate and understand the content, according to ComReg's instructions for completing the Charter template.³⁶

• Where a Relevant Service Provider is required to prepare and publish a Charter (i.e., with a market share of 0.50% or greater in one or more than one of the fixed or mobile NBICS, fixed or mobile IAS markets), it would be expected that in general, Charters are largely global charters (e.g., under the brand) and apply globally to the service providers' services. However, possibly a scenario may arise where a provider may exceptionally choose to develop and publish a specific Charter.³⁷

Commitments

- 3.9 Based on its analysis, having taken account of submissions received to Consultation 23/14 and to the Further Consultation and the evidence relied on by ComReg to support its views, ComReg would summarise its conclusions with regards to Commitments as follows:
 - A Relevant Service Provider will publish in its Charter information as to the levels
 of quality of service it offers for the specified categories of customer services
 according to ComReg's specified instructions,³⁸ using ComReg's form and
 language requirements to articulate that offer as a Commitment in its Charter as
 to the levels of quality of service that its customers can expect to get.
 - ComReg is allowing greater flexibility to Relevant Service Providers in terms of how they articulate their Commitments, and they are not required to express Commitments at individual customer level. This means that there are various options for how a Relevant Service Provider articulates and tailors Commitments (if any) to their own specific business operations. ComReg has decided that according to ComReg specified instructions a Relevant Service Provider can make Commitment(s) as to the level of quality of service it offers (in respect of a specified category of customer service), using a range of different intervals. The level of quality is expressed as a percentage of that customer service the

³⁵ As set out in Consultation 23/14, paragraph 5.27.

³⁶ Pursuant to Schedule 2, Appendix A.

³⁷ See further details in ComReg's response to Consultation 23/14 in relation to question 6, ComReg 25/05C.

³⁸ Pursuant to Schedule 2, Appendix A.

Relevant Service Provider offers to deliver within a timeframe for each specified category. This quality-of-service level is the Commitment. It is considered likely that if Relevant Service Providers make Commitments to average levels of performance, they will be more ambitious than if making any commitments to minimum levels of performance.

- Relevant Service Providers can also choose not to make Commitments. ComReg has decided the form of the statement to be used where a Relevant Service Provider chooses not to offer any Commitments,³⁹ mindful of transparency and comparability of Charters for customers and end-users. Consultation 23/14 noted that if providers are not willing to offer Commitments, this is also useful for a customer to know and can support customers in making an informed choice about whether a given provider could meet their needs or not. This remains ComReg's position.
- ComReg has had regard to the submissions received on the issue of final resolution.⁴⁰ ComReg has decided not to include a Commitment on final resolution/follow-up response time in the Charter at this time, noting protections available to end-users through complaints handling obligations. However, noting also that resolution on first contact generally correlates with effective and efficient customer service and providing a clear indication of when a follow-up response can be expected helps to protect customers, ComReg will keep this under review.
- With regards to contact channels' response times, based on its analysis, ⁴¹ ComReg has decided to require Relevant Service Providers to articulate their Commitments (if any) using revised metric definitions for response time (A1 (phone), A2 (email), A3 (web form), and A4 (chat)) and also that they measure performance against Commitments in accordance with ComReg's specified requirements (set out in the Data Dictionary in Schedule 3, Appendix A). ComReg's final position has had regard to the submissions received on the issue of Artificial Intelligence (AI). ComReg welcomes developments, advancements and investments by providers in AI and recognises that AI is playing and will continue to play an increasing role in customer care and contacts. ComReg's approach takes account of submissions that AI capabilities assist in providing customer care services and can respond and resolve a specific range of customer issues autonomously across the customer service contact channels. However, there are different situations where customers still need to speak or chat to a human Customer Service Agent⁴² i.e., a person (or where oversight by a human

³⁹In accordance with ComReg's specified form and language requirements in Schedule 2, Appendix A for filling in the template (Schedule 1, Appendix A).

⁴⁰ See ComReg's response to submissions to the Further Consultation question 1 in ComReg 25/38C.

⁴¹ See ComReg's response to submissions to the Further Consultation question 4 in ComReg 25/38C.

⁴² Clause 2.5 of the Decision Instrument defines "Customer Service Agent" as a person trained to provide customer service for the relevant service provider and can answer a customer's specific question.

Customer Service Agent in relation to email or web form channels) is required. Where issues cannot be answered and resolved autonomously end-to-end without a human Customer Service Agent, ComReg's view is that customers benefit in terms of knowing how long it will take a human Customer Service Agent to respond. Consultation 23/14 noted that reported customer dissatisfaction primarily relates to long call waiting times experienced to speak with a human agent and delays in their queries being dealt with. ComReg has decided it is beneficial to customers for Relevant Service Providers to clearly articulate contact channel Commitments as an expectation of the time it will take to obtain a response from a human Customer Service Agent – across phone, email, chat and web form. Given an AI system can respond to a customer instantly (and may even resolve the issue), there is no wait time to measure. In addition, Relevant Service Providers utilising AI solutions across their customer service channels have the flexibility to communicate the benefits and capabilities of their AI solutions in the form of a statement in the Charter made in accordance with requirements in Schedule 2, Appendix A. ComReg will keep under review the deployment of Al solutions across areas, such as, customer care and contact.

- In relation to postal guery responses and similarly the delivery of cheque refunds by post, ComReg has revised the metric definition for (A5) postal response time Commitment, acknowledging that the point in time is when a letter (such as, containing a response to an issue or cheque refund) is handed over to the postal service. In addition, Relevant Service Providers must include a statement to accompany the letter which indicates the time to be allowed for delivery (see below). Commitments on refund have been revised to give customers an expectation of when a refund will be issued. In particular, the metric definition for a cheque refund time (C2) now reflects when a cheque is handed over to the postal service and, for electronic fund transfer (EFT) refund time (C1) when a refund by EFT is issued by the provider. Under the revised approach, postal response and refund Commitments now include an accompanying statement indicating an allowance of time for postal delivery of letters and cheques and for the settlement of payments by EFT into a customer's bank account. In the Further Consultation, ComReg proposed that Relevant Service Providers offer a Commitment across a range of refund types (account credit, EFT and Cheque) giving flexibility to address complexities in refund fulfilment across the various refund methods. ComReg considers it is beneficial for customers to be aware of a Relevant Service Provider's refund policy, ensuring that this information is clear and the refund options (types) available are both convenient and efficient for customers.
- The Commitment period is quarterly; a Relevant Service Provider will publish a Charter containing quarterly Commitments. This supports transparency and makes it easier for customers to know the level of customer service their provider was aiming to achieve for a set period of time, which gives certainty over what

they can expect.

3.10 ComReg is satisfied that its final approach strikes the right balance between flexibility for Service Providers and aims of transparency and comparability of Charters for customers and end-users. This approach is considered proportionate and justified as the focus of the Charter is on transparency. It allows Relevant Service Providers to clearly articulate their customer service Commitments to customers, while also enabling ComReg to monitor and evaluate service providers' actual performance in relation to any Charter Commitments they give. Relevant Service Providers can compete on customer service quality and the regulatory burden and cost involved for them is minimised, while achieving the Charters objectives.

General information

- 3.11 For the reasons set out in Consultation 23/14 and the Further Consultation, ⁴³ ComReg has decided that information on compensation, accessibility and complaints handling also be included in Charters. In summary, ComReg is of the view that inclusion of a Compensation section allows customers to see all compensation information (details of mandatory compensation schemes providers are required to provide⁴⁴ to end-users in a Charter through the appropriate use of links and any additional voluntary compensation offered) in one location. It accommodates any additional voluntary compensation offered by providers in relation to Commitments (if any). Where a Relevant Service Provider does not offer compensation for any of the customer service expectations (Commitments), ComReg has decided to require Relevant Service Providers to include this information in their Charter, using ComReg-specified wording.⁴⁵ ComReg is of the view that this approach remains valid as the focus of the Charter is on transparency and one location of key information including about compensation.
- 3.12 ComReg considers accessibility as a key aspect of customer service. It is vital that all end-users including people with disabilities can effectively engage with their provider and throughout their customer journey. Under the "Accessibility" section, in addition to providing a direct weblink to a Relevant Service Provider's accessibility statement, it is beneficial to all end-users that providers have a direct weblink from the Charter to accessibility information published by the provider, consistent with the principle of transparency and one location for key information on customer service. In addition, ComReg specifies form and language requirements which Relevant Service Providers must follow when preparing, publishing and notifying their Charters

⁴³ See ComReg 25/05C, Appendix C, sections 1.6, 1.7 and 1.10-1.17.

⁴⁴ Pursuant to ComReg's Decision D01/24 and ComReg's Decision D07/25, or any other decision made by ComReg pursuant to section 39 of the 2023 Act.

⁴⁵ ComReg has addressed the inclusion of information relating to compensation in its response to submissions received to question 6 of Consultation 23/14 (ComReg 25/05C) and in its response to question 1 of the Further Consultation (Appendix C, ComReg 25/38C).

to all Relevant Customers.

- 3.13 ComReg is of the view that its approach allows Relevant Service Providers, if they so wish include any other relevant information about a Relevant Service Provider's customer service) under Section 8 (Any other information) of the Charter.
- Overall, ComReg considers that on balance its approach to the Charter form, content and order will ensure that end-users benefit in terms of a streamlined, short and easy to read Charter.⁴⁶ Its approach achieves the policy aim that the Charter is as clear and concise as possible, focusing on achieving a one-stop shop location to get easily accessible and comparable information on Commitments, compensation and general customer care information such as relating to customer service policies. Therefore, ComReg's views in this regard as set out in Consultation 23/14 and the Further Consultation remains valid. ComReg considers that its approach to implementing Charters achieves the principles⁴⁷ that are important in underpinning the requirements for a Charter, namely that a Charter is clear, transparent and comprehensible, so customers can easily navigate and understand the content.

3.2 A sample Customer Charter

3.15 This section sets out a sample Charter completed in line with our Decision as explained above. Please note the Sample Charter is for illustrative purposes only and all legal obligations are contained in the Decision Instrument in Appendix A.

⁴⁶ See ComReg's response to questions 6, 7 and 10-17 of Consultation 23/14 in ComReg 25/05C.

⁴⁷ See paragraph 5.27 of Consultation 23/14.

All Services

SampleCompany



Effective from: 5 January 2026

Customer Charter

This Charter provides information on the level of customer service we commit to offer, details of any compensation and general information about our customer service. We are required to provide this Charter by the Commission for Communications Regulation (ComReg). Further information, including what you can use the Charter for, is available at www.comreg.ie/customercharter.

Charter is available request **PDF** by contacting to in us at customercharter@samplecompany.ie; 01-000 0000: Customer Services Team, SampleCompany, sample address.

1. Contacting us

Customer service response times

Phone: Freephone – 190X (Opening hours: 8am – 8pm (Monday to Friday),

9am - 6pm (Weekends and bank holidays))

During opening hours, you can expect wait times in our call queues to be connected to a person trained as a customer service agent, will be as follows:

	Percentage of calls we commit to connect	Timeframe
1	90%	1 minute
2	95%	3 minutes
3	100%	5 minutes
4	-	10 minutes

Our digital assistant, SampleC is available 24/7. It can provide you with information about your plan, bill and prepay balance. It can also assist you with making a top-up and help troubleshoot technical issues. If there is something SampleC cannot help you with, you will be directed to a person trained as a customer service agent.

Email: contact@samplecompany.ie

When you email us, you can expect a person trained as a customer service agent to respond within the following timeframes:

	Percentage of emails we commit to respond to	Timeframe
1	-	Within 4 hours
2	95%	Within 12 hours
3	100%	Within 24 hours
4	-	Within 48 hours

Our digital assistant, SampleC can also respond to emails and is available 24/7. It can provide you with information about your plan, bill and SampleCompany services. It can also help troubleshoot technical issues.

Web form: www.samplecompany.ie/contact-support/web-form

When you submit a web form, you can expect a person trained as a customer service agent to respond within the following timeframes:

	Percentage of web form submissions we commit to respond to	Timeframe
1	95%	Within 4 hours
2	100%	Within 12 hours
3	-	Within 24 hours
4	-	Within 48 hours

Our digital assistant, SampleC can be reached via web form and is available 24/7. It can provide you with information about your plan, bill and SampleCompany services. It can also help troubleshoot technical issues.

Chat: www.samplecompany.ie/contact-support/chat (Opening hours: 8am – 8pm (Monday to Friday), 9am – 6pm (Weekends and bank holidays))

During opening hours, you can expect wait times in our chat queues to be connected to a person trained as a customer service agent, will be as follows:

Percentage of chats we commit to connect		Timeframe
1	80%	Within 1 minute

2	95%	Within 3 minutes
3	-	Within 5 minutes
4	-	Within 10 minutes
5	100%	Within 4 minutes

Our digital assistant, SampleC is available 24/7. It can provide you with information about your plan, bill and prepay balance. It can also assist you with making a top-up and help troubleshoot technical issues. If there is something SampleC cannot help you with, you will be directed to a person trained as a customer service agent.

Post: SampleCompany, sample address

When you contact us at the postal address above, you can expect that we will send a response to the following percentage of letters within these timeframes:

	Percentage of letters we commit to respond to	Timeframe
1	-	Within 1 day
2	90%	Within 3 days
3	-	Within 5 days
4	100%	Within 10 days

Please allow 3 working days for our response to be delivered by post.

2. Connecting a new service

Acknowledgement time for new line connection requests

When you request a new service, where no connection already exists at the premises, you can expect that we will acknowledge the request, confirm whether the order can be processed at this time or not and, if possible, agree a date for an initial appointment to provision the service, for the following percentage of service orders within these timeframes:

	Percentage of new line connection requests we commit to acknowledge	Timeframe
1	-	Within 8 hours
2	-	Within 12 hours
3	90%	Within 24 hours
4	100%	Within 48 hours

Existing line connections/activations

When you request a new service, at a premises where a connection already exists, you can expect that we will activate the following percentage of new services within these timeframes:

	Percentage of new service requests we commit to activate	Timeframe
1	-	Within 4 days
2	95%	Within 8 days
3	100%	Within 10 days
4	-	Within 15 days

3. When you are due a refund

Time to issue refund

When you are due a refund, you can expect it to be issued within these timeframes:

Refund Type	Refund Method	Percentage of refunds issued	Timeframe
Electronic Fund Transfer (EFT)	Cash	100%	Within 5 days
Cheque	Cash	99%	Within 30 days
Account credit	Account Credit	100%	Within 2 days

Please allow 3 working days for a cheque refund to be delivered by post, and 2 working days for funds to appear in your bank account.

Customers can choose Electronic Fund Transfer, Cheque or Account Credit as their preferred refund method.

Our refund policy can be accessed at www.samplecompany.ie/refund-policy.

4. If there is a service outage

Planned service outages

When there is a planned network outage, you can expect that we will notify you in advance of the following percentage of outages within these timeframes:

	Percentage of planned network outages we commit to notify you in advance	Timeframe
1	100%	7 days
2	-	5 days
3	-	3 days
4	-	1 day

Unplanned service outages

When there is an unplanned service outage, you can expect information on the outage to be published within these timeframes:

	Percentage of unplanned service outages we commit to inform customers of	Timeframe
1	95%	2 hours
2	100%	4 hours
3	-	6 hours
4	·	10 hours

In the event of an unplanned outage, we will inform you through our call centre customer service, in-app, SMS, website and social media channels.

5. Compensation

Mandatory compensation

You can request compensation from us if we fail to meet certain obligations. This section details where compensation schemes are required.

Switching and porting compensation schemes: Delays or other issues when switching your broadband service or porting your mobile or landline number including missed and delayed service and installation appointments may mean you can claim compensation.

We have a switching and porting compensation scheme(s), which can be accessed at www.samplecompany.ie/compensation/switchingandporting.

Other compensation

Where we do not meet our customer service Commitments set out above, the following other compensation is offered.

Customer service expectations	Compensation if we do not meet customer service expectations
Contact channel response time: Phone	€X
Contact channel response time: Email	€X
Contact channel response time: Web form	€X
Contact channel response time: Chat	€X
Contact channel response time: Post	€X
Connecting a new service: New line connection	€X
Connecting a new service: Existing line	€X
Refunds issued	€X
Service outages: Planned	€X
Service outages: Unplanned	€X

6. Accessibility

We are required to ensure our services are accessible. Further information is available in our accessibility statement, which can be accessed at:

www.samplecompany.ie/aboutus/accessibility

7. How we will handle complaints

We will handle any complaints in accordance with our code of practice for complaints handling which you can access at:

www.samplecompany.ie/consumer/code-of-practice

8. Any other information

We value your trust in us. View our SampleCompany Code of Practice.



3.3 Publication and notifying customers

- 3.16 ComReg considered submissions to its proposals and views expressed relating to Charter updates. A ComReg considered that regular updates mean less forecasting for Service Providers and greater agility for them in adjusting Commitments in reaction to actual performance. This may incentivise competition but involves greater regulatory burden. Against that, and from the end-user's perspective, ComReg acknowledged that the more frequently a Charter is revised the more difficult it becomes to track and understand the relevant Commitment. On balance, ComReg has decided it is appropriate and justified that Relevant Service Providers make quarterly Commitments and updates to their Charters. ComReg has taken into account general support by respondents to the Further Consultation for quarterly Commitments and quarterly updates and is satisfied that this approach is appropriate and achieves ComReg's aims taking into account the end-user experience and the flexibility for providers.
- 3.17 In Consultation 23/14 ComReg considered that the Charter is a new regulatory measure, and end-users may not become aware of it in the absence of notification by Relevant Service Providers. ComReg points to support by respondents to this issue. Therefore, consistent with the objectives of transparency and usefulness, ComReg's final view is that it is appropriate for Relevant Service Providers to notify all customers about what they can expect relating to customer service. ComReg considers that the most appropriate timing of the notification is before customers sign a new contract with their provider. ComReg considers this should place minimal additional regulatory burden on providers, given they already send pre-contractual information to customers. It would be appropriate to give notice of the Charter alongside the pre-contractual information. Furthermore, for existing customers ComReg is of the view that the form of communication is that in which providers ordinarily communicate regulatory notifications to their customers. For the avoidance of doubt, the notification requirement does not apply to new contracts only. ComReg. expects that Relevant Service Providers will also notify existing customers, as the Charter notification requirement does not differentiate between new and existing customers. 49 ComReg considers providers proactively notifying customers about their Charter once it has been published and, ensuring customers are made aware when providers update their Charters, is key to meeting transparency of information on customer service quality.
- 3.18 Relevant Service Providers have flexibility on the means of notifying customers. ComReg considers that the notification would be in a form similar to that used by providers to ordinarily communicate with their customers as regards regulatory notifications (further detail and analysis of which is set out in ComReg's response to

⁴⁸ See ComReg's response to question 8 and associated reasoning in ComReg 25/05C.

⁴⁹ See ComReg's response to question 9 and associated reasoning in ComReg 25/05C.

a number of comments received to the Further Consultation⁵⁰). Furthermore, ComReg is of the final view and has decided that the Charter is accessible to End-Users with disabilities, including that on request, the Charter is provided in an alternative accessible format. In considering the proportionality of the approach and accessibility, ComReg has considered reasonableness of requests for a Charter to be provided in an alternative accessible format. Relevant Service Providers are required to provide a specific alternative accessible format requested unless they can establish that it would be unreasonable in all circumstances to have to comply with that specific request. However, this is without prejudice to the obligation for Relevant Service Providers to provide the Charter in an alternative accessible format.

3.19 ComReg has had regard to responses received to Consultation 23/14 on the issue of how and when a Charter will be updated. Striking a balance, ComReg has decided that Relevant Service Providers make quarterly Commitments and updates to their Charters.⁵¹

3.4 Measuring and reporting on performance against Charter Commitments

- 3.20 Having regards to its analysis and having taken account of submissions received, ComReg has decided that requirements on a Relevant Service Provider to use a Data Dictionary and Reporting Template (definitions, metrics, and reporting requirements⁵²) when measuring and reporting their performance against Standards in the Charter remain necessary, appropriate and proportionate for the reasons set out in Consultation 23/14.⁵³ However, having considered respondents' submissions⁵⁴, ComReg has decided therefore to amend aspects of the Data Dictionary and Reporting Template in order to reflect these amendments to both the Charter Template (Schedule 1) and the requirements for completing that template (Schedule 2).
- 3.21 ComReg considers that responses to Consultation 23/14 demonstrated there was a common understanding amongst respondents that some form of measuring performance against Charter Commitments is necessary. In light of the analysis conducted, ComReg considers that measuring performance by Relevant Service Providers against any Commitments set out in their Charter is key to the effectiveness of the Charter. It will ensure Relevant Service Providers are monitoring

⁵⁰ See ComReg's response to question 7 and associated reasoning in Appendix C of this Response to Consultation Decision (ComReg 25/38C).

⁵¹ See ComReg's response to question 8 and associated reasoning in Appendix C of ComReg 25/05C.

⁵² Pursuant to the Data Dictionary and Reporting Template at Schedule 3, Appendix A.

⁵³ See ComReg's analysis in section 7.4 of Consultation 23/14.

⁵⁴ Further detail and analysis of which is set out in ComReg's response to a number of comments received to Consultation 23/14, as set out in Appendix C of the Further Consultation, ComReg 25/05C.

their own performance, and they can adjust and update accordingly. Customers will be able to trust Commitments made and it ensures the accountability of Relevant Service Providers in respect of any specific level of customer service they offer their customers and that they are accountable for delivering against its Standards, that is, Commitments made (if any) in their Charter.

- 3.22 As set out in the Further Consultation, 55 the audit plays an important role in ensuring the accuracy and integrity of Performance Reports, which will support customer confidence that the information published in Charters (and measured performance reported to ComReg) is reliable. ComReg's view remains valid. However, ComReg has considered submissions received from respondents relating to the costs associated with a recurring mandatory audit requirement.⁵⁶ To take account of the views expressed, ComReg has decided to mitigate this cost by allowing the option for Relevant Service Providers to have Sign-off on performance reports by an Officer of the Company (subsequent to the audit of the first Performance Report). ComReg has decided that such Sign-off is in a prescribed form (Schedule 4) to ensure consistency and comprehensiveness. There was consensus support expressed by respondents to the Further Consultation on the move from an annual audit report to an initial independent audit and the option to have a Sign off in lieu of an Audit Statement in subsequent years. Accurate reporting ensures customers can trust the measured performance, while safeguarding customers and providers alike. Based on Relevant Service Providers measuring and reporting on actual performance against Commitments, ComReg has also decided it is proportionate towards Relevant Service Providers to keep the underlying data used to generate a Performance Report for one calendar year from the date it submits that Performance Report to ComReg, and justified taking into account end-users' benefits.
- 3.23 Furthermore, ComReg has decided that quarterly reporting strikes an appropriate balance between delivering on the transparency objective for the Charter, while being mindful of the ongoing burden on Relevant Service Providers.
- In summary, ComReg considers that its approach to implementing a Charter will improve the information available to customers on levels of quality of customer service Relevant Service Providers offer and act as a one-stop shop for customer service information including compensation, accessibility, complaints handling and other key information that Relevant Service Providers consider their customers need to know. It will achieve the transparency objective of the publication of customer service information, facilitating effective competition and choice while ensuring the approach is justified and proportionate.

⁵⁵ See paragraph 1.131 of ComReg's revised draft RIA in the Further Consultation in ComReg 25/05B.

⁵⁶ See section 1.18 of Appendix C of the Further Consultation, ComReg 25/05C.

Appendix A: Decision Instrument and Schedules

Decision Instrument

1 STATUTORY FUNCTIONS AND POWERS

- 1.1 This Decision and Decision Instrument is made by the Commission for Communications Regulation ("ComReg") established under section 6 of the Communications Regulation Act 2002, as amended ("the Principal Act"), and is made:
 - (i) Having regard to the functions and objectives of ComReg as set out in sections 10 and 12 of the Principal Act,
 - (ii) Pursuant to the functions and powers conferred upon ComReg by section 38 of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023, as amended ("the 2023 Act"),
 - (iii) Having regard to Directive 2018/1972 of the European Parliament and of the Council of 11 December 2018⁵⁷ establishing the European Electronic Communications Code (Recast), in particular Articles 103 and 104.
 - (iv) Having regard to section 36 of the Communications Regulation and Digital Hub Development Agency (Amendment) Act 2023
 - (v) Having regard to European Union (Electronic Communications Code) Regulations 2022 ("S.I. 444 of 2022"),
 - (vi) Having regard to Regulation 94 of S.I. 444 of 2022 and ComReg Decision D04/14 entitled Electronic Communications: Measures to Ensure Equivalence in Access and Choice for Disabled End-Users,
 - (vii) Having had regard to the views of interested parties and the submissions they made in response to ComReg Document No. 23/14, and
 - (viii) Having had regard to the analysis and reasoning set out in ComReg Document No. 23/14
 - (ix) Having had regard to the views of interested parties and the submissions they made in response to ComReg Document No. 25/05; and

Page 32 of 63

⁵⁷ OJ No. L 321, 17.12.2018, p. 36

(x) Having had regard to the analysis and reasoning set out in ComReg Document No. 25/05.

2 DEFINITIONS

- 2.1 In this Decision Instrument, terms used are as defined in S.I. 444 of 2022, the Principal Act and the 2023 Act, unless the context otherwise admits.
- 2.2 References to European legislation, primary legislation or secondary legislation shall be construed as references to that legislation as amended from time to time.
- 2.3 Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise admits or requires.
- 2.4 A reference to a section, clause or schedule, is a reference to a section, clause or schedule of this Decision Instrument unless the context otherwise admits or requires.
- 2.5 In this Decision Instrument:

"Audit Statement" means a written statement produced and signed by an independent auditor, which states the auditor's findings in relation to the completeness, accuracy and reliability of a Performance Report;

"Calendar Quarter" means each period of three calendar months commencing on 1 January, 1 April, 1 July and 1 October of each year;

"Commitment" means the (up to date) level of quality of service offered by a Relevant Service Provider (expressed in the form of a percentage within a timeframe defined in accordance with the Data Dictionary) for those Customer Services (being the contact channels' response times, connecting a new service, refunds issued, and service outages) set out in sections 1-4 of a Relevant Service Provider's Customer Charter and it is the level of quality of service which the customer expects to get;

"Customer Service" means the non-technical elements making up the service a customer receives from their service provider including, handling customer queries and issues and complaints, processes around providing any refunds, communication during any service outages, and connection;

"Customer Service Agent" means a person trained to provide customer service for the relevant service provider and can answer a customer's specific question;

"Customer Charter" means the document prepared and published in accordance with sections 4 and 5;

"Data Dictionary" means the Excel workbook titled 'Schedule 3: Customer Charter Data Dictionary and Reporting Template', published on ComReg's website;

"Durable Medium" means any instrument which enables a Relevant Customer or a Relevant Service Provider to store information in a way that is accessible for future reference, for a period of time adequate for the purposes of the information, and which allows the unchanged reproduction of the information stored;

"Officer of the Company" means a chief executive officer, director, or other similar officer of the Relevant Service Provider or a person who was purporting to act in any such capacity;

"Performance Report" means a report for the purposes of section 38(4) of the 2023 Act that is generated by a Relevant Service Provider using the 'reporting template' tab of the Data Dictionary, setting out its performance in respect of its Standards for a Calendar Quarter. Performance will be measured against the Standards offered by the Relevant Service Provider in that same Calendar Quarter:

"Relevant Service Provider" is a provider of Internet Access Service and/or publicly available Number-Based Interpersonal Communications Service that has a market share of 0.50% or greater, as calculated in accordance with section 3.4;

"Relevant Customer" means an End-User that is a Consumer, Microenterprise, Small Enterprise or Not-For-Profit Organisation, who or which is party to a contract with a Relevant Service Provider;

"Relevant Calendar Quarter" means the Calendar Quarter of the most recent 'Quarterly Key Data Report' published by ComReg;

"Service Provider" means a provider of an Internet Access Service, a publicly available Number-Based Interpersonal Communications Service, or both;

"Sign-off by an Officer of the Company" means a written statement produced and signed by an Officer of the Company in the form set out in Schedule 4, which confirms the completeness, accuracy and reliability of a Performance Report;

"Standard" means a Relevant Service Provider's Commitment published in its Charter

and

"Working Day" means a day which is not a Saturday, Sunday or public holiday.

3 SCOPE AND APPLICATION

- 3.1 The Decision Instrument applies to and is binding upon Service Providers.
- 3.2 Service Providers shall keep under review their market share (calculated in accordance with Section 3.4) and, based upon market share determine whether it is a Relevant Service Provider.
- 3.3 All Relevant Service Providers shall comply with the requirements in sections 4, 5, and 6.
- 3.4 The market share of a Service Provider shall be calculated as follows, using data from the Quarterly Key Data Report for the Relevant Calendar Quarter (note that if the names of metrics in the Quarterly Key Data Report change, the metrics below should be read as referring to the closest analogous metric; if in doubt refer to ComReg for confirmation):
 - (i) For providers of fixed Internet Access Services:
 - The total number of 'fixed broadband subscriber lines' the provider reported to ComReg in the 'QKDR Fixed Broadband Retail Questionnaire' as a percentage of
 - b. The total number of 'fixed broadband subscriber lines' across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
 - (ii) For providers of mobile Internet Access Services:
 - a. The total number of dedicated 'mobile broadband subscriptions' the provider reported to ComReg in the 'QKDR Mobile Questionnaire'
 as a percentage of
 - b. The total number of dedicated 'mobile broadband subscriptions' across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
 - (iii) For providers of fixed Number-Based Interpersonal Communications Services:
 - a. The total number of 'fixed voice (PSTN, ISDN and VOIP) subscriber lines' the provider reported to ComReg in the 'QKDR Fixed Broadband Retail Questionnaire'
 - as a percentage of

- b. The total number of 'fixed voice (PSTN, ISDN and VOIP) subscriber lines' across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.
- (iv) For providers of mobile Number-Based Interpersonal Communications Services:
 - a. The total number of 'mobile subscriptions (excluding mobile broadband and machine to machine subscriptions)' the provider reported to ComReg in the 'QKDR Mobile Questionnaire'
 - as a percentage of
 - b. The total number of 'mobile subscriptions (excluding mobile broadband and machine to machine subscriptions)' across the whole industry, as reported in the 'Quarterly Key Data Report' published by ComReg.

4 PREPARATION AND PUBLICATION OF A CUSTOMER CHARTER

- 4.1 A Relevant Service Provider shall prepare a Customer Charter in accordance with:
 - (i) The customer charter template set out in Schedule 1, and
 - (ii) The requirements specified in Schedules 2 and 3 including the form, content and order of the information set out therein.
- 4.2 Relevant Service Providers shall publish a Customer Charter, on or before the first Working Day of the Calendar Quarter following the Calendar Quarter in which it first becomes a Relevant Service Provider.
- 4.3 Without prejudice to Section 4.2 the earliest date that Relevant Service Providers must publish a Customer Charter is 5 January 2026.
- 4.4 A Relevant Service Provider shall ensure that:
 - (i) a Customer Charter includes information as required by Schedule 2 for a Relevant Customer,
 - (ii) its Customer Charter is published on its website and:
 - a. There is a direct link to / from the home page of the corporate website to the Customer Charter,
 - b. A description of the Customer Charter is displayed clearly and prominently on the webpage,
 - c. There is a link on the webpage that directly accesses the Customer Charter document. After the publication of the initial Customer Charter, a Relevant Service Provider may update its Customer Charter, but any

- update shall only be published, and shall only become effective, on the first Working Day of a Calendar Quarter. The requirements of sections 5.1 and 5.3 shall apply to any updated Customer Charter.
- d. A copy of the initial Customer Charter that it intends to publish in accordance with Section 4 is sent to ComReg in its final form, on or before the date of its publication, at the following email address: customercharter@comreg.ie

5 NOTIFYING RELEVANT CUSTOMERS ABOUT A CUSTOMER CHARTER

- 5.1 A Relevant Service Provider shall ensure a Relevant Customer is made aware of the existence of its Customer Charter and how a copy of its Customer Charter can be obtained.
- 5.2 A Relevant Service Provider shall provide a copy of its Customer Charter in a Durable Medium to a Relevant Customer on request, within 5 Working Days of the receipt of the request.
- 5.3 A Relevant Service Provider shall ensure that its Customer Charter is accessible for End-Users with disabilities and, on request, it shall provide a Charter in an alternative accessible format. Without prejudice to this obligation, a Relevant Service Provider is not required to provide a specific alternative accessible format requested by an End-User with a disability if it can establish that it would be unreasonable in all of the circumstances to have to comply with that specific request.
- 6 MEASURING AND REPORTING ON PERFORMANCE AGAINST CUSTOMER CHARTER COMMITMENTS
- 6.1 A Relevant Service Provider shall measure its performance against its Standards and provide a Performance Report to ComReg no later than two months from the end of that Calendar Quarter using the 'reporting template' tab of the Data Dictionary.
- 6.2 After the publication of an initial Customer Charter, a Relevant Service Provider is required to measure its performance against its Standards and report on such performance to ComReg in accordance with the requirements specified in the Data Dictionary in Schedule 3.
- 6.3 After the publication of an initial Customer Charter, a Relevant Service Provider shall generate a Performance Report for each Calendar Quarter thereafter and submit the Performance Report to ComReg no later than two months from the end of that Calendar Quarter at ComReg's data portal, https://data.comreg.ie/
- 6.4 In respect of the first Performance Report generated for the Calendar Quarter a Relevant Service Provider shall arrange and pay for an independent audit of that

- Performance Report and send an Audit Statement to ComReg at the same time as the first Performance Report.
- 6.5 In respect of Performance Reports for the Calendar Quarter starting 1 January each year, a Relevant Service Provider shall arrange and pay for an independent audit of that Performance Report and send an Audit Statement to ComReg at the same time as the Performance Report. A Relevant Service Provider may, in lieu of an Audit Statement, provide written Sign-off by an Officer of the Company which Sign-off shall be sent to ComReg at the same time as the Performance Report.
- 6.6 A Relevant Service Provider shall keep the underlying data used to generate each Performance Report for one calendar year from the date it submits that Performance Report to ComReg.

7 STATUTORY POWERS NOT AFFECTED

7.1 Nothing in this Decision Instrument shall operate to limit ComReg in the exercise and performance of its statutory powers or duties conferred on it under any primary or secondary legislation (in force prior to or after the Effective Date of this Decision Instrument) from time to time.

8 MAINTENANCE OF OBLIGATIONS

8.1 If any section or clause contained in this Decision Instrument is found to be invalid or prohibited by the Constitution, by any other law or judged by a court to be unlawful, void or unenforceable, that section or clause shall, to the extent required, be severed from this Decision Instrument and rendered ineffective as far as possible without modifying the remaining section(s) or clause(s) of this Decision Instrument and shall not in any way affect the validity or enforcement of this Decision Instrument.

9 EFFECTIVE DATE AND DURATION

9.1 This Decision and Decision Instrument is fully effective from 27 June 2025, unless otherwise amended by ComReg.

Schedule 1: Customer Charter Template

[Name of service(s)]

[Provider/ provider logo]

Effective from: [DD MM YYY]

Customer Charter

This Charter provides information on the level of customer service we commit to offer, details of any compensation and general information about our customer service. We are required to provide this Charter by the Commission for Communications Regulation (ComReg). Further information, including what you can use the Charter for, is available at www.comreg.ie/customercharter.

This Charter is available to request in [durable format] by contacting us at [provider can give email address, phone number or postal address].

- 1. Contacting us
- [...]
- 2. Connecting a new service
- [...]
- 3. When you are due a refund
- [...]
- 4. If there is a service outage
- [...]
- 5. Compensation
- [...]
- 6. Accessibility
- [...]
- 7. How we will handle complaints
- [...]
- 8. Any other information
- [...]

Schedule 2: Requirements for Completing the Customer Charter Template

Overview

These are requirements for the purposes of clause 4.1(ii) of the Decision Instrument at Appendix A.

A Relevant Service Provider shall use the Charter template specified in Schedule 1 as the basis on which to provide their Charter.

A Relevant Service Provider shall fill in the Charter template specified at Schedule 1 in accordance with the specified requirements in Schedule 2, and the specified Charter metric definitions in the Data Dictionary in Schedule 3.

Charter formatting requirements

For the purposes of clause 4.1 (ii) it is a requirement to have the following Charter formatting.

As regards presentation of content, a Relevant Service Provider shall ensure that:

- The information included in a Charter is presented in portrait format,
- The font type used is such that the text is easily readable,
- The font size is at least 10 points. In exceptional circumstances the font size may be reduced; but in such cases a possibility to enlarge the Charter by electronic means or, a Charter with a font size of at least 10 points must be provided upon request,
- The content of a Charter is easily readable with sufficient contrast between font and background, especially when using colours. Visuals shall not overlay text,
- Sections are clearly distinguishable from the text, and
- Language used in a Charter is plain English, accessible, easily readable and understandable for a Relevant Customer.

Charter content and form requirements for the sections

For the purposes of clause 4.1 (ii) it is a requirement that the information included in a Charter shall follow the ComReg-specified Charter template in Schedule 1, where:

- The title "Customer Charter" appears at the start of the Charter.
- Introductory sentences follow the specified wording in Schedule 1.

- The sections in the Charter template specified in Schedule 1 in **bold type font** are mandatory and shall be worded as specified in the ComReg-specified Charter template by Relevant Service Providers. Relevant Service Providers shall replace the square brackets under these sections with information on Commitments and general information on policies and procedures, according to requirements specified in Schedule 2 and the specified Charter metric definitions in the Data Dictionary in Schedule 3.
- The section in the Charter template specified in Schedule 1 in *italic type font* is not mandatory. In cases where no other information is provided, the section "Any other information" shall be deleted or indicated as not applicable.
- The information in the Charter shall follow the form and order of the Charter template in Schedule 1 as follows:

Introductory section

The service or brand name of the Electronic Communications Service(s) offered shall be immediately above the title "Customer Charter". If a Relevant Service Provider chooses to distinguish between services offered in separate Charters (for example, a fixed or mobile service offer, or pre-pay/post-pay service differentiation), they shall state the service above and to the left of the title "Customer Charter". If no such distinction is made, a Relevant Service Provider's Charter shall cover all services.

The name of the Relevant Service Provider shall immediately follow the service or brand name of the Electronic Communications Service(s). The Relevant Service Provider may insert its logo to the right of the title "Customer Charter".

The Charter shall be given the effective date of publication in the format DD MM YYYY. The Charter remains effective from that date until such time that a provider publishes an updated version.

The introductory paragraph forms an integral part of the Charter and shall not be altered, other than to replace square brackets with relevant information as indicated.

1. "Contacting us" section

Customer service response time

Phone: [Customer service phone contact details for which the Commitment(s) will apply] [Opening hours during which the phone contact details provided are available]

Where a Relevant Service Provider offers a **phone** channel(s) of contact, it shall specify information as either:

a) "During opening hours, you can expect wait times in our call queues to be connected to a person trained as a customer service agent, will be as follows:"

	Percentage of calls we commit to connect	Timeframe
1	[Percentage of calls you commit to connect within]%	Within 1 minute
2	[Percentage of calls you commit to connect within]%	Within 3 minutes
3	[Percentage of calls you commit to connect within]%	Within 5 minutes
4	[Percentage of calls you commit to connect within]%	Within 10 minutes
5	[Percentage of calls you commit to connect within]%	Within [A timeframe that a provider may offer in accordance with metric A1 (defined in the Data Dictionary)]

and

b) [...]

or

c) "We do not offer any Commitment on call response times."

Under the subsection "Phone", if a Relevant Service Provider chooses to offer a Commitment(s) for call answering times (i.e., metric **A1** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service phone number(s) for which the Commitment(s) apply in the square brackets provided (e.g. Phone: [...]), and the opening hours during which the customer phone support is available.
- Commitment(s) in the Charter in accordance with the table form set out in (a), where
 it may offer a Commitment to connect [A1(1-5)]% of all calls to the specified

number(s) within timeframe(s) [A1(1-5)], for any of the intervals in the table in (a). The square bracket(s) under the column "Percentage of calls we commit to connect" shall be replaced by the percentage of customer service for calls within the timeframe(s) that the Relevant Service Provider commits to connect.

- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [A1(5)] and a Commitment to connect [A1(5)]% of calls within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in A1(5), it may remove the interval A1(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses to include details of its automated system, it shall replace the square brackets at (b) with a statement of relevant information about the automated system, for example the name of the system, its capabilities/areas of expertise and hours of availability. Any statement inserted should be in a manner consistent with the principles underpinning the Charter, i.e., that the Charter should be clear, transparent and comprehensible so customers can easily navigate and understand the content.

If a Relevant Service Provider chooses to offer separate Commitments for each customer support phone number, it shall duplicate the table in (a) and follow the instructions set out.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Phone", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on call response times."

Where a Relevant Service Provider does not offer a phone channel of contact, it shall remove the table in (a) and specify the following in the Charter: "We do not offer a phone contact channel."

Email: [Customer service email address contact details for which the Commitment(s) will apply]

Where a Relevant Service Provider offers an **email** channel of contact, it shall specify information as either:

a) "When you email us, you can expect a person trained as a customer service agent to respond within the following timeframes:"

	Percentage of emails we commit to respond to	Timeframe
1	[Percentage of emails you commit to respond to within]%	Within 4 hours

2	[Percentage of emails you commit to respond to within]%	Within 12 hours
3	[Percentage of emails you commit to respond to within]%	Within 24 hours
4	[Percentage of emails you commit to respond to within]%	Within 48 hours
5	[Percentage of emails you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A2 (defined in the Data Dictionary)]

and

b) [...]

or

c) "We do not offer any Commitment on email response times."

Under the subsection "Email", if a Relevant Service Provider chooses to offer a Commitment for email response times (i.e., metric **A2** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service email address(es) for which the Commitment(s) apply in the square brackets provided (e.g. Email: [...]).
- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A2(1-5)]% of all emails to the specified address(es) within timeframe(s) [A2(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of emails we commit to respond to" shall be replaced by the percentage of customer service for email within the timeframe(s) that the Relevant Service Provider commits to respond.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [A2(5)] and a Commitment to respond to [A2(5)]% of emails within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in A2(5), it may remove the interval A2(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses to include details of its automated system, it shall replace the square brackets at (b) with a statement of relevant information about the automated system, for example the name of the system, its capabilities/areas of expertise

and hours of availability. Any statement inserted should be in a manner consistent with the principles underpinning the Charter, i.e., that the Charter should be clear, transparent and comprehensible so customers can easily navigate and understand the content.

If a Relevant Service Provider chooses to offer separate Commitments for each customer support email address, it shall duplicate the table in (a) and follow the instructions set out.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Email", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on email response times."

Where a Relevant Service Provider does not offer an email channel of contact, it shall remove the table in (a) and specify the following in the Charter: "We do not offer an email contact channel."

Web form: [Customer service web form details for which the Commitment(s) will apply] Where a Relevant Service Provider offers a **web form** channel of contact, it shall specify information as either:

a) "When you submit a web form, you can expect a person trained as a customer service agent to respond within the following timeframes:"

	Percentage of web form submissions we commit to respond to	Timeframe
1	[Percentage of web form submissions you commit to respond to within]%	Within 4 hours
2	[Percentage of web form submissions you commit to respond to within]%	Within 12 hours
3	[Percentage of web form submissions you commit to respond to within]%	Within 24 hours
4	[Percentage of web form submissions you commit to respond to within]%	Within 48 hours
5	[Percentage of web form submissions you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A3 (defined in the Data Dictionary)]

b) [...]

or

c) "We do not offer any Commitment on web form response times."

Under the subsection "Web form", if a Relevant Service Provider chooses to offer a Commitment for web form response times (i.e., metric **A3** defined in the Data Dictionary in Schedule 3), it shall specify

- The customer service web form link(s) for which the Commitment(s) apply in the square brackets provided (e.g. Web form: [...]).
- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A3(1-5)]% of all web forms within timeframe(s) [A3(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of web form submissions we commit to respond to" shall be replaced by the percentage of customer service for web forms within the timeframe(s) that the Relevant Service Provider commits to respond.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [A3(5)] and a Commitment to respond to [A3(5)]% of web forms within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in A3(5), it may remove the interval A3(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses to include details of its automated system, it shall replace the square brackets at (b) with a statement of relevant information about the automated system, for example the name of the system, its capabilities/areas of expertise and hours of availability. Any statement inserted should be in a manner consistent with the principles underpinning the Charter, i.e., that the Charter should be clear, transparent and comprehensible so customers can easily navigate and understand the content.

If a Relevant Service Provider chooses to offer separate Commitments for each customer support web form, it shall duplicate the table in (a) and follow the instructions set out.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Web form", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on web form response times."

Where a Relevant Service Provider does not offer a web form channel of contact, it shall remove the table in (a) and specify the following in the Charter: "We do not offer a web form contact channel."

Chat: [Customer service chat contact details for which the Commitment(s) will apply] [Opening hours during which the chat contact details provided are available]

Where a Relevant Service Provider offers a **chat** channel of contact, it shall specify information as either:

a) "During opening hours, you can expect wait times to be connected to a person trained as a customer service agent, will be as follows:"

	Percentage of chats we commit to connect	Timeframe
1	[Percentage of chats you commit to connect]%	Within 1 minute
2	[Percentage of chats you commit to connect]%	Within 3 minutes
3	[Percentage of chats you commit to connect]%	Within 5 minutes
4	[Percentage of chats you commit to connect]%	Within 10 minutes
5	[Percentage of chats you commit to connect]%	Within [A timeframe that a provider may offer in accordance with metric A4 (defined in the Data Dictionary)]

and

b) [...]

or

c) "We do not offer any Commitment on chat response times."

Under the subsection "Chat", if a Relevant Service Provider chooses to offer a Commitment for chat response times (i.e., metric **A4** defined in the Data Dictionary in Schedule 3), it shall specify:

- The customer service chat link(s) for which the Commitment(s) apply in the square brackets provided (e.g. Chat: [...]),and the opening hours during which the chat contact details provided are available.
- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to respond to [A4(1-5)]% of all chats within timeframe(s) [A4(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of chats we commit to connect" shall be replaced by the

information as either:

percentage of customer service for chats within the timeframe(s) that the Relevant Service Provider commits to connect.

- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [A4(5)] and a Commitment to respond to [A4(5)]% of chats within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in A4(5), it may remove the interval A4(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses to include details of its automated system, it shall replace the square brackets at (b) with a statement of relevant information about the automated system, for example the name of the system, its capabilities/areas of expertise and hours of availability. Any statement inserted should be in a manner consistent with the principles underpinning the Charter, i.e., that the Charter should be clear, transparent and comprehensible so customers can easily navigate and understand the content.

If a Relevant Service Provider chooses to offer separate Commitments for each customer support chat, it shall duplicate the table in (a) and follow the instructions set out.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Chat", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on chart response times."

Where a Relevant Service Provider does not offer a chat channel of contact, it shall remove the table in (a) and specify the following in the Charter: "We do not offer a chat contact channel"

Post: [Customer service post address details for which the Commitment(s) will apply] Where a Relevant Service Provider offers a **post** channel of contact, it shall specify

a) "When you contact us at the postal address above, you can expect that we will send a response to the following percentage of letters within these timeframes:"

	Percentage of letters we commit to respond to	Timeframe
1	[Percentage of letters you commit to respond to within]%	Within 1 day
2	[Percentage of letters you commit to respond to within]%	Within 3 days

3	[Percentage of letters you commit to respond to within]%	Within 5 days
4	[Percentage of letters you commit to respond to within]%	Within 10 days
5	[Percentage of letters you commit to respond to within]%	Within [A timeframe that a provider may offer in accordance with metric A5 (defined in the Data Dictionary)]

and

- b) "Please allow [...] working days for our response to be delivered by post."
- c) "We do not offer any Commitment on post response times."

Under the subsection "Post", if a Relevant Service Provider chooses to offer a Commitment for post response times (i.e., metric **A5** defined in the Data Dictionary in Schedule 3), it shall specify

- The customer service postal address to which the Commitment(s) apply in the square brackets provided (e.g. Post: [...]).
- Commitment(s) in the Charter in accordance with the table form set out in (a), where
 it may offer a Commitment to respond to [A5(1-5)]% of all letters within timeframe(s)
 [A5(1-5)], for any of the intervals in the table in (a). The square brackets under the
 column "Percentage of letters we commit to respond to" shall be replaced by the
 percentage of customer service for letters within the timeframe(s) that the Relevant
 Service Provider commits to respond.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [A5(5)] and a Commitment to respond to [A5(5)]% of letters within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in A5(5), it may remove the interval A5(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses to offer a Commitment, it shall include the statement at (b) and replace the square brackets with the standard number of days it takes for the response (e.g. letter) to be delivered by the postal service.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Post", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on post response times."

Where a Relevant Service Provider does not offer a post channel of contact, it shall remove the table in (a) and specify the following in the Charter: "We do not offer a post contact channel."

2. "Connecting a new service" section

Acknowledgement time for new line connection requests

Where a Relevant Service Provider offers an acknowledgement time for new line connection requests, it shall specify information as either:

a) "When you request a new service, where no connection already exists at the premises, you can expect that we will acknowledge the request, confirm whether the order can be processed at this time or not and, if possible, agree a date for an initial appointment to provision the service, for the following percentage of service orders within these timeframes:"

	Percentage of new line connection requests we commit to acknowledge	Timeframe
1	[Percentage of requests you commit to acknowledge within]%	Within 8 hours
2	[Percentage of requests you commit to acknowledge within]%	Within 12 hours
3	[Percentage of requests you commit to acknowledge within]%	Within 24 hours
4	[Percentage of requests you commit to acknowledge within]%	Within 48 hours
5	[Percentage of requests you commit to acknowledge within]%	Within [A timeframe that a provider may offer in accordance with metric B1 (defined in the Data Dictionary)]

or

b) "We do not offer any Commitment on acknowledgement times for new line connection requests."

If a Relevant Service Provider chooses to offer a Commitment for acknowledgement times for new line connection requests (i.e., metric **B1** defined in the Data Dictionary in Schedule 3), it shall specify:

- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to acknowledge [B1(1-5)]% of all new line connection requests within timeframe(s) [B1(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of new line connection requests we commit to acknowledge" shall be replaced by the percentage of customer service for new line connection requests within the timeframe(s) that the Relevant Service Provider commits to acknowledge.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [B1(5)] and a Commitment to acknowledge [B1(5)]% of new line connection requests within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in B1(5), it may remove the interval B1(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Acknowledgement time for new line connection requests", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on acknowledgement times for new line connection requests."

Where a Relevant Service Provider does not offer fixed IAS or fixed number-based ICS, it shall delete the section "Connecting a new service" from the Charter.

Existing line connections/activations

Where a Relevant Service Provider offers an activation time for a new service where a connection already exists, it shall specify information as either:

a) "When you request a new service, at a premises where a connection already exists, you can expect that we will activate the following percentage of new services within these timeframes:"

Percentage of new service requests we commit to activate

Timeframe

1	[Percentage of new service requests you commit to activate within]%	Within 4 days
2	[Percentage of new service requests you commit to activate within]%	Within 8 days
3	[Percentage of new service requests you commit to activate within]%	Within 10 days
4	[Percentage of new service requests you commit to activate within]%	Within 15 days
5	[Percentage of new service requests you commit to activate within]%	Within [A timeframe that a provider may offer in accordance with metric B2 (defined in the Data Dictionary)]

or

b) "We do not offer any Commitment on new service activation times where there is an existing line."

If a Relevant Service Provider chooses to offer a Commitment for activation times for new services (i.e., metric **B2** defined in the Data Dictionary in Schedule 3), it shall specify

- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to activate [B2(1-5)]% of all new services within timeframe(s) [B2(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of new service requests we commit to activate" shall be replaced by the percentage of customer service for new service requests within the timeframe(s) that the Relevant Service Provider commits to activate.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [B2(5)] and a Commitment to activate [B2(5)]% of new service requests within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in B2(5), it may remove the interval B2(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Existing line connections/activations", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on new service activation times where there is an existing line."

Where a Relevant Service Provider does not offer fixed IAS or fixed number-based ICS it shall delete the section "Connecting a new service" from the Charter.

3. "When you are due a refund" section

Time to issue refund

Where a Relevant Service Provider offers a refund, it shall specify information as either:

a) "When you are due a refund, you can expect it to be issued within these timeframes:"

Refund Type	Refund Method	Percentage of refunds issued	Timeframe
Electronic Fund Transfer (EFT)	Cash	[Percentage of refunds issued within]%	Within [A timeframe that a provider may offer in accordance with metric C1 (defined in the Data Dictionary)]
Cheque	Cash	[Percentage of refunds issued within]%	Within [A timeframe that a provider may offer in accordance with metric C2 (defined in the Data Dictionary)]
Account Credit	Account credit	[Percentage of refunds issued within]%	Within [A timeframe that a provider may offer in accordance with metric C3 (defined in the Data Dictionary)]
Other	[]	[Percentage of refunds issued within]%	Within [A timeframe that a provider may offer in accordance with any other refund type offered by the provider]

or

b) "We do not offer any Commitment on refund times."

and

c) "Please allow [...] working days for a cheque refund to be delivered by post, and [...] working days for funds to appear in your bank account."

and

- d) "Customers can choose [...] [...] as their preferred refund method." and
 - e) "Our refund policy can be accessed at [...]."

If a Relevant Service Provider chooses to offer a Commitment for metric **C1** (in the case of a refund by EFT), **C2** (in the case of a refund by Cheque) or **C3** (in the case of an Account Credit to credit to a bill or prepay balance), as defined in the Data Dictionary in Schedule 3, it shall:

- Follow the table form set out in (a), where it may offer a Commitment for one or any
 of the refund methods listed.
- The Commitment(s) shall be expressed as a percentage of refunds issued within a provider's own timeframe i.e. a number of days (for example, "Within 3 days") but, for the avoidance of doubt, not as a range of days (for example, "5-10 days").
- A Relevant Service Provider shall specify (for a specific refund type) the offer of its own timeframe in place of the square brackets under the column "Timeframe". The square brackets under the column "Percentage of refunds issued" shall be replaced by the percentage of customer service for refunds issued within the corresponding timeframe.
- If no Commitment is offered for an individual refund type, the relevant square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash). However, the remaining refund methods shall not be removed from the table.

If a Relevant Service Provider chooses to offer a Commitment for a refund type(s) not listed, it may add it by replacing "Other" with the name of the refund type and the square brackets under the column "Refund Method" shall be replaced by the relevant refund method, e.g. Cash, Account credit. Otherwise, the "Other" row can be deleted.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Time to issue refund", it shall state (b) and specify the following in the Charter: "We do not offer any Commitment on refund times."

If a Relevant Service Provider chooses to offer a Commitment, it shall include the statement at (c) and replace the first square brackets with the standard number of days it takes for the cheque to be delivered by the postal service, and replace the second square brackets with the standard number of days it takes for funds to appear in a customer's bank account.

If a Relevant Service Provider offers customers the ability to nominate their choice of refund method, it shall state (d), "Customers can choose [...] [...] [...] as their preferred refund type." The square brackets shall be replaced by the refund method(s) offered by the Relevant Service Provider. Otherwise (d) shall be deleted.

A Relevant Service Provider shall state (e), "Our refund policy can be accessed at [...]." The square brackets shall be replaced with a direct weblink to the Relevant Service Provider's webpage resources containing details of its refund policy.

4. "If there is a service outage" section

Planned service outages

Where a Relevant Service Provider offers a timeframe for informing customers about a planned outage on their network, that is likely to affect the availability of services for more than 1% of the national user base, it shall specify information as either:

a) "When there is a planned network outage, you can expect that we will notify you in advance of the following percentage of outages within these timeframes:"

	Percentage of planned network outages we commit to notify you in advance	Timeframe
1	[Percentage of planned network outages you commit to notify customers in advance within]%	7 days
2	[Percentage of planned network outages you commit to notify customers in advance within]%	5 days
3	[Percentage of planned network outages you commit to notify customers in advance within]%	3 days
4	[Percentage of planned network outages you commit to notify customers in advance within]%	1 day
5	[Percentage of planned network outages you commit to notify customers in advance within]%	Within [A minimum notice timeframe that a provider may offer in accordance with metric D1 (defined in the Data Dictionary)]

or

b) "We do not offer any Commitment on advance minimum notice within which we will inform customers of planned network outages."

If a Relevant Service Provider chooses to offer a Commitment on minimum advance notice times for planned network outages (i.e., metric **D1** defined in the Data Dictionary in Schedule 3), it shall specify:

- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to notify customers of [D1(1-5)]% of all planned network outages within timeframe(s) [D1(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of planned network outages we commit to notify you in advance" shall be replaced by the percentage of customer service for all planned network outages within the minimum notice timeframe(s) that the Relevant Service Provider commits to offer.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [D1(5)] and a Commitment to notify customers of [D1(5)]% of planned outages within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in D1(5), it may remove the interval D1(5).
- The remaining rows square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Planned service outages", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment to publish information for customers in advance of planned network outages."

Unplanned service outages

Where a Relevant Service Provider offers a timeframe on informing customers about an unplanned outage on their network, that is likely to affect the availability of services for more than 1% of the national user base, it shall specify information as either:

a) "When there is an unplanned service outage, you can expect information on the outage to be published within these timeframes:"

	Percentage of unplanned service outages we commit to inform customers of	Timeframe
1	[Percentage of unplanned service outages you commit to inform customers of within]%	2 hours
2	[Percentage of unplanned service outages you commit to inform customers of within]%	4 hours

3	[Percentage of unplanned service outages you commit to inform customers of within]%	6 hours
4	[Percentage of unplanned service outages you commit to inform customers of within]%	10 hours
5	[Percentage of unplanned service outages you commit to inform customers of within]%	Within [A timeframe that a provider may offer in accordance with metric D2 (defined in the Data Dictionary)]

or

b) "We do not offer any Commitment on times within which we will inform customers of unplanned service outages."

and

c) "In the event of an unplanned outage, we will inform and keep you updated by [...]."

If a Relevant Service Provider chooses to offer a Commitment for unplanned service outage information publication times (i.e., metric **D2** defined in the Data Dictionary in Schedule 3), it shall specify:

- Commitment(s) in the Charter in accordance with the table form set out in (a), where it may offer a Commitment to inform customers of [D2(1-5)]% of all unplanned service outages within timeframe(s) [D2(1-5)], for any of the intervals in the table in (a). The square brackets under the column "Percentage of unplanned service outages we commit to inform customers of" shall be replaced by the percentage of customer service for all unplanned service outages within the timeframe(s) that the Relevant Service Provider commits to inform customers.
- In relation to (5), if a Relevant Service Provider chooses to offer a Commitment in (5), it shall specify the offer of its own timeframe [D2(5)] and a Commitment to inform customers of [D2(5)]% of unplanned service outages within that timeframe in accordance with the table form set out in (a). If a Relevant Service Provider chooses not to specify the offer of its own timeframe in D2(5), it may remove the interval D2(5).
- The remaining square brackets in the table in (a) shall be replaced with "-" (a hyphen/dash) if no Commitment is offered for those intervals, however, the remaining timeframe intervals shall not be removed from the table.

Where a Relevant Service Provider issues communications to customers in the event of unplanned service outages, it shall state (c), "In the event of an unplanned outage, we will

inform and keep you updated by [...]." The square brackets shall be replaced by the channel(s) used by a Relevant Service Provider to communicate outages to customers.

If a Relevant Service Provider chooses not to offer any Commitment under the subsection "Unplanned service outages", it shall remove the table in (a) and specify the following in the Charter: "We do not offer any Commitment on times within which we will publish information to inform customers of unplanned service outages."

5. "Compensation" section

Mandatory compensation

A Relevant Service Provider shall include the following statement(s):

"You can request compensation from us if we fail to meet certain obligations". This subsection details where compensation schemes are required.

(a) **Switching and porting compensation:** "Delays or other issues when switching your broadband service or porting your mobile or landline number including missed and delayed service and installation appointments may mean you can claim compensation.

We have a switching and porting compensation scheme[s], which can be accessed at [...]."

(b) [Other mandatory compensation]: "We have a [...] compensation scheme, which can be accessed at [...]."

A Relevant Service Provider shall include details of compensation schemes required to be published and made available to customers pursuant to Section 39 of the 2023 Act ("Mandatory compensation scheme").

Switching and porting compensation scheme(s): In the statement (a) above, the square brackets shall be replaced by a direct weblink to the Relevant Service Provider's switching and porting compensation scheme(s).

Other mandatory compensation scheme: In the statement (b) above, a Relevant Service Provider shall enter the heading title for a mandatory compensation scheme in the first square brackets followed by the name of the compensation scheme in the second square brackets and a direct weblink in the third square brackets to its associated compensation scheme on a Relevant Service Provider's website. Otherwise, the statement (b) shall be deleted.

No other information shall be included under the "Mandatory Compensation" section.

Other compensation

A Relevant Service Provider shall include the following statement(s):

c) "Where we do not meet our customer service Commitments set out above, the following other compensation is offered."

Customer service expectations	Compensation if we do not meet customer service expectations	
Contact channel response time: Phone	[Detail of compensation]	
Contact channel response time: Email	[Detail of compensation]	
Contact channel response time: Web form	[Detail of compensation]	
Contact channel response time: Chat	[Detail of compensation]	
Contact channel response time: Post	[Detail of compensation]	
Connecting a new service: New line connection	[Detail of compensation]	
Connecting a new service: Existing line	[Detail of compensation]	
Refunds issued	[Detail of compensation]	
Service outages: Planned	[Detail of compensation]	
Service outages: Unplanned	[Detail of compensation]	

Charter Compensation Information: If a Relevant Service Provider chooses to offer compensation for failing to meet customer service expectations in the Charter (as set out in sections 1-4 above), it shall specify this compensation by inserting the statement in (c) "Where we do not meet our customer service expectations, set out above, the following other compensation is offered." and complete the relevant row(s) in the table in (c).

In the column "Compensation if we do not meet customer service expectations":

- The square brackets shall be replaced with details of any compensation or similar available. Otherwise, the compensation row shall be deleted.
- Where a Relevant Service Provider offers a customer service commitment but does not offer any compensation for that customer service expectation, the compensation row for that customer service expectation in (c) shall be deleted.
- Where a Relevant Service Provider does not offer a customer service commitment, the compensation row for that customer service expectation in (c) shall be deleted.
- Where a Relevant Service Provider does not offer compensation for any of the
 customer service expectations in the table, it shall remove the statement and
 table in (c) and specify the following in the Charter: "We do not offer any other
 compensation related to the customer service expectations set out in this
 Charter."
- Where a Relevant Service Provider does not offer any customer service Commitments, the section "Other compensation" (including the table and statement) shall be deleted.

No other information shall be included under the "Other compensation" section.

6. "Accessibility" section

In this section, a Relevant Service Provider shall include the following sentence(s):

(a) "We are required to ensure our services are accessible. Further information is available in our accessibility statement, which can be accessed at [...]."

and

(b) "Further accessibility information is available at [...]."

The square brackets in (a) shall be replaced by a direct weblink to the Relevant Service Provider's accessibility statement.

The square brackets in (b) shall be replaced by a direct weblink to accessibility information published by the Relevant Service Provider. Otherwise (b) shall be deleted.

No other information shall be included under this section.

7. "How we will handle complaints" section

In this section, a Relevant Service Provider shall include the following sentence: "We will handle any complaints in accordance with our code of practice for complaints handling which you can access at [...]."

The square brackets shall be replaced by a direct weblink to the Relevant Service Provider's complaints handling code of practice.

No other information shall be included under this section.

8. "Any other information" section

This section may include any other key information about a Relevant Service Provider's customer service. Providers could, for example, enter here a direct weblink or a condensed version of any existing codes of practice.

Schedule 3: Customer Charter Data Dictionary and Reporting Template

'Schedule 3: Customer Charter Data Dictionary and Reporting Template' is published in an Excel workbook alongside this Decision Instrument.

Schedule 4: Form of Sign-off by an Officer of the Company

I, (name), (role, whether Chief Executive/Director/other similar officer of Relevant Service Provider), confirm that I have responsibility for – the complete and accurate reporting of (Relevant Service Provider's) performance against its Standards for the purposes of ComReg Decision 08/25 ("the Decision"), including the Schedules thereto at Appendix A.

I hereby confirm that I am satisfied that the Performance Report submitted to the Commission for Communications Regulation ("the Commission") by (Relevant Service Provider) dated (date) and relating to the Calendar Quarter of (insert details in months e.g. January – March 202X) ("the Performance Report") is accurate and has been fully completed on the basis of the definitions used in the Decision and in accordance with its requirements.

Prior to the submission of the Performance Report, I considered the performance data to be submitted to the Commission as part of that report, including the key metrics on which (*Relevant Service Provider*) must report. For the Calendar Quarter reported on, the metrics I reviewed were:

[Insert details of metrics reviewed]

I confirm that I am satisfied, having carried out reasonable inquiries, that the underlying data used to generate the Performance Report has been appropriately identified and captured and is reliable.

I set out below a summary of the processes and methodologies used for the purposes of the Performance Report. I confirm that I am satisfied that these processes and methodologies are appropriate and that I have no reason to believe that they have not been fully implemented in the preparation of the Performance Report.

[Insert summary of processes and methodologies used for Performance Report]

[Additional comments relevant to the Performance Report may be added here, which may include any exceptional events that impacted performance]

Signed	l:				
Role:					
i toic.					
Data					
Date:					